


<b>INVITATION TO BID</b>  <b>STATE OF LOUISIANA</b> <b>DIVISION OF ADMINISTRATION</b> <b>OFFICE OF STATE PURCHASING</b>		<b>BIDS WILL BE PUBLICLY OPENED:</b>  <b>NOV 18, 2014    10:00 AM</b>  <b>PURCHASING AGENCY NO. :    107001</b>  <b>SEE NO. 8 BELOW. RETURN BID TO</b> <div style="display: flex; justify-content: space-between;"> <span>2258619</span> <span>11/18/14</span> <span>10:00 AM V540391</span> </div> <b>OFFICE OF STATE PURCHASING</b> <b>OFFICE OF STATE PURCHASING</b> <b>POST OFFICE BOX 94095</b> <b>BATON ROUGE, LA 70804-9095</b>  <div style="display: flex;"> <div style="flex: 1;"> <b>BUYER : KIM MULDER</b>  <b>BUYER PHONE : (225) 342-8034</b>  <b>DATE ISSUED : 10/28/14</b>  <b>REQ. AGENCY : 811000</b> </div> <div style="flex: 1; text-align: right;"> <b>FOLD HERE--&gt;</b> </div> </div> <b>PRISON ENTERPRISES</b> <b>AGENCY REQ. NO. : 811-116134</b> <b>ISIS REQ. NO. : 1360705</b> <b>VENDOR PHONE :</b> <b>FISCAL YEAR : 15</b> <b>CLASS/SUBCLASS : 45006</b> <b>SCHEDULED BEGIN DATE : 00/00/00</b> <b>SCHEDULED END DATE : 00/00/00</b> <b>T-NUMBER :</b>
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===== > **VENDOR NO. :**  
**SOLICITATION : 2258619**  
**FILE NO. : V540391**  
**OPENING DATE : 11/18/14**

===== > **VENDOR NAME AND ADDRESS**

**FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.**

*BATTERIES FOR CANTEEN RESALE - ANGOLA*  
*ESTABLISH BLANKET ORDER FOR 2015*

**TO BE COMPLETED BY VENDOR**

1. \_\_\_\_\_ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. \_\_\_\_\_ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. \_\_\_\_\_ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. \_\_\_\_\_ BID BOND ATTACHED, \_\_\_\_\_ CERTIFIED CHECK ATTACHED, \_\_\_\_\_ OTHER, IF REQUIRED.
5. \_\_\_\_\_ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

**INSTRUCTIONS TO BIDDERS**

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: \_\_\_\_\_ N/A \_\_\_\_\_
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. \_\_\_\_\_ OR \_\_\_\_\_ 0% \_\_\_\_\_ OF BID.
7. DESIRED DELIVERY: \_\_\_\_\_ 005DAYS ARO \_\_\_\_\_
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

<b>VENDOR PHONE NUMBER:</b> <b>FAX NUMBER:</b>	<b>TITLE</b>	<b>DATE</b>
<b>SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.</b> <b>(MUST BE SIGNED)</b>		<b>NAME OF BIDDER</b> <b>(TYPED OR PRINTED)</b>

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14      TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE  2	

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:  
 NA  
 NA  
 NA

13. BID FORMS.  
 ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:  
 A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;  
 B. BID FILLED OUT IN PENCIL; AND  
 C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.

14. STANDARDS OF QUALITY.  
 ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.  
 BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.  
 BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.  
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES.  
 UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.  
 BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.  
 VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14      TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 3

21. NEW PRODUCTS.  
UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.  
UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.  
THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

THE STATE, BY WRITTEN NOTICE, MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART, WHEN IT IS IN THE STATE'S INTEREST. IF THIS CONTRACT IS TERMINATED, THE STATE SHALL BE LIABLE ONLY FOR THE GOODS OR SERVICES DELIVERED OR ACCEPTED. THE STATE NOTICE OF TERMINATION MAY PROVIDE THE CONTRACTOR THIRTY (30) DAYS PRIOR NOTICE BEFORE IT BECOMES EFFECTIVE. HOWEVER, AT THE STATE'S SOLE OPTION A TERMINATION OF CONVENIENCE MAY BE EFFECTIVE IMMEDIATELY AND MAY APPLY TO DELIVERY ORDERS (IF APPLICABLE) OR TO THE CONTRACT IN WHOLE.

24. DEFAULT OF CONTRACTOR.  
FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.  
IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.  
ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.  
BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.  
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.  
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14      TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE  4	

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30. SIGNATURE AUTHORITY  
 ATTENTION: R.S. 39:1594(C)(4) REQUIRES EVIDENCE OF AUTHORITY TO SIGN AND SUBMIT BIDS TO THE STATE OF LOUISIANA. YOU MUST INDICATE WHICH OF THE FOLLOWING APPLY TO THE SIGNER OF THIS BID.

PLEASE CIRCLE ONE:

1. THE SIGNER OF THIS BID IS EITHER A CORPORATE OFFICER WHO IS LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE OR A MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM AS REFLECTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE. A COPY OF THE ANNUAL REPORT OR PARTNERSHIP RECORD MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
  
2. THE SIGNER OF THE BID IS A REPRESENTATIVE OF THE BIDDER AUTHORIZED TO SUBMIT THIS BID AS EVIDENCED BY DOCUMENTS SUCH AS, CORPORATE RESOLUTION, CERTIFICATION AS TO CORPORATE PRINCIPAL, ETC. IF THIS APPLIES, A COPY OF THE RESOLUTION, CERTIFICATION, OR OTHER SUPPORTIVE DOCUMENTS MUST BE ATTACHED HERETO.
  
3. THE BIDDER HAS FILED WITH THE SECRETARY OF STATE AN AFFIDAVIT OR RESOLUTION OR OTHER ACKNOWLEDGED/AUTHENTIC DOCUMENT INDICATING THAT THE SIGNER IS AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. A COPY OF THE APPLICABLE DOCUMENT MUST BE SUBMITTED TO THIS OFFICE BEFORE CONTRACT AWARD.
  
4. THE SIGNER OF THE BID HAS BEEN DESIGNATED BY THE BIDDER AS AUTHORIZED TO SUBMIT BIDS ON THE BIDDER'S VENDOR REGISTRATION ON FILE WITH THIS OFFICE.

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31. IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:2192, IN AWARDED CONTRACTS AFTER AUGUST 15, 2010, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT A PROPOSAL OR BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE, HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

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32. CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY PROPOSAL FOR \$25,000 OR MORE, THE PROPOSER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://WWW.SAM.GOV](https://www.sam.gov)

33. FEDERAL CLAUSES, IF APPLICABLE.

ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT. THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

CLEAN WATER ACT. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT. THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

34. "IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE, R.S. 12:163) AND LIMITED LIABILITY COMPANIES (SEE, R.S. 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE."

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619	TIME: 10:00 AM	BIDDER:	PAGE
OPEN DATE: 11/18/14			5
T-NUMBER :			

1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:

OFFICE OF STATE PURCHASING  
P O BOX 94095  
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING  
CLAIBORNE BUILDING, SUITE 2-160  
1201 NORTH THIRD STREET  
BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

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PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.  
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\*\*ATTENTION:\*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE NOTIFICATIONS OF FUTURE SOLICITATIONS FROM THIS OFFICE, YOU MUST PAY A REGISTRATION FEE AND ENROLL IN THE PROPER CATEGORY IN LAGOV AT THE FOLLOWING WEBSITE:

[HTTPS://LAGOVERPVENDOR.DOA.LOUISIANA.GOV/IRJ/PORTAL/ANONYMOUS?GUEST\\_USER=SELF\\_REG](https://LAGOVERPVENDOR.DOA.LOUISIANA.GOV/IRJ/PORTAL/ANONYMOUS?GUEST_USER=SELF_REG)

PAID ENROLLMENT IN LAGOV PROVIDES LAPAC E-MAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

<b>SPECIAL TERMS &amp; CONDITIONS</b>	<b>INVITATION TO BID</b>	
NUMBER : <b>2258619</b> OPEN DATE: <b>11/18/14</b> TIME: <b>10:00 AM</b> T-NUMBER :	BIDDER:	PAGE  <b>6</b>

2      TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

3      VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

4      COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

5      PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE?    YES\_\_\_\_\_

SPECIFY LINE NUMBER(S) : \_\_\_\_\_

\_\_\_\_\_

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: \_\_\_\_\_

\_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE?    YES\_\_\_\_\_    NO\_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES\_\_\_\_\_    NO\_\_\_\_\_

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14      TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 7

6 CANCELLATION  
THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

7 CERTIFICATION OF NO SUSPENSION OR DEBARMENT: BY SIGNING AND SUBMITTING ANY PROPOSAL FOR \$25,000 OR MORE, THE PROPOSER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133).

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://WWW.SAM.GOV](https://www.sam.gov).

8 IN AN EFFORT TO INCREASE EFFICIENCIES AND EFFECTIVENESS AS WELL AS BE STRATEGIC IN UTILIZING TECHNOLOGY AND RESOURCES FOR THE STATE AND VENDORS, THE STATE INTENDS TO MAKE ALL PAYMENTS TO VENDORS ELECTRONICALLY. THE LACARTE PROCUREMENT CARD WILL BE USED FOR PURCHASES OF \$5,000 AND UNDER, AND WHERE FEASIBLE, OVER \$5,000. VENDORS WILL HAVE A CHOICE OF RECEIVING ELECTRONIC PAYMENT FOR ALL OTHER PAYMENTS BY SELECTING THE ELECTRONIC VENDOR PAYMENT SOLUTION (EVP) OR ELECTRONIC FUNDS TRANSFER (EFT). IF YOU RECEIVE AN AWARD AND DO NOT CURRENTLY ACCEPT THE LACARTE CARD OR EVP OR HAVE NOT ALREADY ENROLLED IN EFT, YOU WILL BE ASKED TO COMPLY WITH THIS REQUEST BY CHOOSING ONE THE FOLLOWING THREE OPTIONS. YOU MAY INDICATE YOUR ACCEPTANCE BELOW.

LACARTE

THE LACARTE PROCUREMENT CARD USES A VISA CARD PLATFORM. VENDORS RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES. VENDORS CANNOT PROCESS PAYMENT TRANSACTIONS THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR RECEIVED OR THE SERVICES PERFORMED.

FOR ALL STATEWIDE AND AGENCY TERM CONTRACTS:

- UNDER THE LACARTE PROGRAM, PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH LACARTE.
- IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL LACARTE PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

EVP

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14 T-NUMBER :	TIME: 10:00 AM	BIDDER:	PAGE 8

EVP METHOD CONVERTS CHECK PAYMENTS TO A VISA CREDIT CARD THEREBY STREAMLINING PAYMENTS TO YOUR ORGANIZATION. PARTICIPANTS RECEIVE A CREDIT CARD ACCOUNT NUMBER WITH UNIQUE SECURITY FEATURES. THIS CARD WILL HAVE \$0 AVAILABLE FUNDS UNTIL AN INVOICE IS APPROVED FOR PAYMENT. AS PAYMENTS ARE APPROVED, ELECTRONIC REMITTANCE NOTIFICATIONS ARE SENT VIA EMAIL ALONG WITH APPROVAL TO CHARGE THE CARD FOR THAT AMOUNT. EVP REQUIRES NO CHANGE TO CURRENT INVOICE PROCEDURES; IT IS SECURE, AND DOES NOT REQUIRE YOUR BANK INFORMATION.

#### EFT

EFT PAYMENTS ARE SENT FROM THE STATE'S BANK DIRECTLY TO THE PAYEE'S BANK EACH WEEKDAY. THE ONLY REQUIREMENT IS THAT YOU HAVE AN ACTIVE CHECKING OR SAVINGS ACCOUNT AT A FINANCIAL INSTITUTION THAT CAN ACCEPT AUTOMATED CLEARING HOUSE (ACH) CREDIT FILES AND REMITTANCE INFORMATION ELECTRONICALLY. ADDITIONAL INFORMATION IS AVAILABLE AT [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF) . TO FACILITATE THIS PAYMENT PROCESS, YOU WILL NEED TO COMPLETE AND RETURN BOTH EFT ENROLLMENT FORMS FOUND AT [HTTP://WWW.DOA.LOUISIANA.GOV/ERP/PDFS/LAGOV%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF](http://WWW.DOA.LOUISIANA.GOV/ERP/PDFS/LAGOV%20AP-03%20-%20EFT%20VENDOR%20ENROLLMENT%20FORM.PDF) AND [HTTP://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF](http://WWW.DOA.LOUISIANA.GOV/OSRAP/EFTFORWEBSITE.PDF)

PAYMENT TYPE	WILL ACCEPT	ALREADY ENROLLED
LACARTE	_____	_____
EVP	_____	_____
EFT	_____	_____

\_\_\_\_\_  
PRINTED NAME OF INDIVIDUAL AUTHORIZED

\_\_\_\_\_  
AUTHORIZED SIGNATURE FOR PAYMENT TYPE CHOSEN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMAIL ADDRESS AND PHONE NUMBER OF AUTHORIZED INDIVIDUAL

#### 9 FEDERAL CLAUSES

##### CIVIL RIGHTS

BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14 T-NUMBER :		BIDDER:	PAGE 9
<p>OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT DISCRIMINATION DUE TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, OR HANDICAP.</p> <p>ANTI-KICKBACK CLAUSE          THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.</p> <p>CLEAN AIR ACT          THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p>ENERGY POLICY AND CONSERVATION ACT          THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).</p> <p>CLEAN WATER ACT          THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.</p> <p>ANTI-LOBBYING AND DEBARMENT ACT          THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.</p> <p>10 AT THE OPTION OF THE LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. CONTRACT MAY NOT EXCEED THIRTY-SIX (36) MONTHS.</p>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14      TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 10

11 IF THE VENDOR FAILS TO MAKE DELIVERY OR COMPLETE THE SERVICE WITHIN THE TIME SPECIFIED ON THIS PURCHASE ORDER, OR IF THE DELIVERY/SERVICE IS LATE OR UNSATISFACTORY, THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS RESERVES THE RIGHT TO CANCEL AND PURCHASE ELSEWHERE, CHARGING ANY INCREASE IN PRICE TO THE VENDOR ON THE ORIGINAL PURCHASE ORDER.

12 THESE ITEMS ARE FOR CANTEEN RESALE. ONLY NAME BRANDS AS SPECIFIED WILL BE ACCEPTED. NO BID WILL BE CONSIDERED WHERE BID IS FOR OTHER THAN BRAND NAME SPECIFIED. BIDS MUST BE QUOTED IN QUANTITY AND UNIT SPECIFIED. (LA R.S. 39:1651-1657)

13 PROCUREMENT OF UNITED STATES PRODUCTS:  
 IN ACCORDANCE WITH THE PROVISIONS OF R.S. 39:1595.7, IN THE EVENT A CONTRACT IS NOT ENTERED INTO FOR PRODUCTS PURCHASED UNDER THE PROVISIONS OF R.S. 39:1595, EACH PROCUREMENT OFFICER, PURCHASING AGENT, OR SIMILAR OFFICIAL WHO PROCURES OR PURCHASES MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT UNDER THE PROVISIONS OF THIS CHAPTER MAY PURCHASE SUCH MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT WHICH ARE MANUFACTURED IN THE UNITED STATES, AND WHICH ARE EQUAL IN QUALITY TO OTHER MATERIALS, SUPPLIES, PRODUCTS, PROVISIONS, OR EQUIPMENT, PROVIDED THAT ALL OF THE FOLLOWING CONDITIONS ARE MET:

(1) THE COST OF SUCH ITEMS DOES NOT EXCEED THE COST OF OTHER ITEMS WHICH ARE MANUFACTURED OUTSIDE THE UNITED STATES BY MORE THAN FIVE PERCENT.

(2) THE VENDOR OF SUCH ITEMS AGREES TO SELL THE ITEMS AT THE SAME PRICE AS THE LOWEST BID OFFERED ON SUCH ITEMS.

(3) IN CASES WHERE MORE THAN ONE BIDDER OFFERS ITEMS MANUFACTURED IN THE UNITED STATES WHICH ARE WITHIN FIVE PERCENT OF THE LOWEST BID, THE BIDDER OFFERING THE LOWEST BID ON SUCH ITEMS IS ENTITLED TO ACCEPT THE PRICE OF THE LOWEST BID MADE ON SUCH ITEMS.

(4) THE VENDOR CERTIFIES THAT SUCH ITEMS ARE MANUFACTURED IN THE UNITED STATES.

FOR THE PURPOSES OF THIS PREFERENCE,

(1) "MANUFACTURED IN THE UNITED STATES" MEANS PRODUCED BY A PROCESS IN WHICH THE MANUFACTURING, FINAL ASSEMBLY, PROCESSING, PACKAGING, TESTING, AND ANY OTHER PROCESS THAT ADDS VALUE, QUALITY, OR RELIABILITY TO ASSEMBLED ARTICLES, MATERIALS, OR SUPPLIES, OCCUR IN THE UNITED STATES.

(2) "UNITED STATES" MEANS THE UNITED STATES AND ANY PLACE SUBJECT TO TO THE JURISDICTION OF THE UNITED STATES.

DO YOU CLAIM THIS PREFERENCE? \_\_\_\_\_ YES

SPECIFY LINE NUMBER(S) : \_\_\_\_\_

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14      TIME: 10:00 AM T-NUMBER :		BIDDER:	PAGE 11
<p>SPECIFY LOCATION WITHIN THE UNITED STATES WHERE THIS PRODUCT IS MANUFACTURED: _____</p> <p>(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET)</p>			
<p>14 BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.</p> <p>THE STATE RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.</p>			
<p>15 UNIT PRICE SHOULD BE INCLUSIVE OF ANY FREIGHT CHARGES. BID SHOULD BE F.O.B. AGENCY - TITLE PASSING UPON RECEIPT OF GOODS.</p> <p>FAILURE TO COMPLY WITH THIS REQUIREMENT MAY DISQUALIFY YOUR BID.</p>			
<p>16 THE LISTED QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.</p>			
<p>17 ** DELIVERY:</p> <p>ITEMS TO BE CALLED FOR AS NEEDED BY AGENCY. DO NOT SHIP UNTIL CALLED FOR BY AGENCY.</p> <p>DELIVERIES ACCEPTED MONDAY THRU FRIDAY, 7AM TO 2PM, EXCEPT HOLIDAYS.</p> <p>** SHIPPING:</p> <p>ITEMS TO BE PACKAGED SO AS TO NOT BE DAMAGED IN ANY WAY. AGENCY WILL NOT ACCEPT DAMAGED GOODS.</p> <p>PACKING SLIP/INVOICE MUST ACCOMPANY EACH SHIPMENT.</p>			
<p>18 SUCCESSFUL VENDOR IS TO KEEP A RECORD OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, THE VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE</p>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2258619 OPEN DATE: 11/18/14 T-NUMBER :		BIDDER:	PAGE 12
<p>REPORT.</p> <p>THE USAGE REPORT IS TO INCLUDE THE VENDOR'S NAME, PHONE AND FAX NUMBERS, THE PERSONS WHO COMPILED THE REPORT AND A SUMMARY "BY LINE ITEM" INDICATING QUANTITY PURCHASED.</p>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2258619 OPEN DATE : 11/18/14      TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 13
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO:            PRISON ENTERPRISES            CANTEEN DISTRIBUTION            LA STATE PENITENTIARY            GENERAL DELIVERY            ANGOLA , LA 70712</p> <p>COMMODITY CODE: 450-06-000000</p> <p>TO ESTABLISH A CONTRACT TO SUPPLY BATTERIES AS SPECIFIED TO PRISON ENTERPRISES FOR CANTEEN RESALE DURING THE CONTRACT PERIOD OF:</p> <p>JANUARY 1, 2015 THRU DECEMBER 31, 2015</p> <p><b>**DELIVERY:</b>            TO BE DELIVERED ON A CALLED FOR AS NEEDED BASIS. DO NOT SHIP ITEMS UNTIL CALLED FOR BY AGENCY.</p> <p><b>** THESE ITEMS ARE FOR CANTEEN RESALE. WHERE BRAND NAMES ARE LISTED, ONLY THOSE BRANDS ARE ACCEPTABLE. (LA R.S. 39:1651-1657)</b></p> <p>=====</p> <p>ALKALINE BATTERIES, SIZE AA:            BLISTER PACK            BRAND: EVEREADY ENERGIZER E91BP-2            PKG: 2 EACH/PACK, 12 PKS/BOX, 4 BXS/CASE            (96 TOTAL BATTERIES PER CASE)</p> <p><b>* MUST MEET ALL AMERICAN STANDARDS *            MUST BE PACKAGED WITH FACTORY PACKAGING. EACH PACK MUST STATE "BEST IF USED BY 2017" AS THE EARLIEST DATE. PACKAGES STATING AN EARLIER DATE WILL NOT BE ACCEPTABLE.</b></p> <p><b>* SPECIAL PACKAGING FOR AA BATTERIES:</b></p> <p>BLISTER PACK MUST BE SANDWICHED BETWEEN 2 PIECES OF CARDBOARD PACK, OR BLISTER PACK MUST COMPLETELY SURROUND BATTERIES. ANY OTHER PACKAGING ARRANGEMENTS MUST BE APPROVED BY AGENCY.</p>	5000	CASE		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2258619 OPEN DATE : 11/18/14      TIME: 10:00 AM T-NUMBER :		BIDDER:			PAGE 14
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	* EXPIRATION DATE MUST BE NOTED ON EACH PACK OR ON BATTERIES THEMSELVES, NOT JUST ON BOX OR CASE.  MINIMUM ORDER AMOUNT = 100 CASES  BRAND/MODEL BID: _____  SPECIFY EACH PER PACK: _____  SPECIFY NO. PACKS PER BOX: _____  SPECIFY NO. BOXES PER CASE: _____				
00002	COMMODITY CODE: 450-06-000000  ALKALINE BATTERIES, SIZE AAA: BLISTER PACK BRAND: EVEREADY ENERGIZER E92BP-2 PKG: 2 EACH/PACK, 12 PKS/BOX, 4 BXS/CASE (96 TOTAL BATTERIES PER CASE)  * MUST MEET ALL AMERICAN STANDARDS * MUST BE PACKAGED WITH FACTORY PACKAGING. EACH PACK MUST STATE "BEST IF USED BY 2017" AS THE EARLIEST DATE. PACKAGES STATING AN EARLIER DATE WILL NOT BE ACCEPTABLE.  MINIMUM ORDER AMOUNT = 15 CS  BRAND/MODEL BID: _____  SPECIFY EACH PER PACK: _____  SPECIFY NO. PACKS PER BOX: _____  SPECIFY NO. BOXES PER CASE: _____	200	CASE		